

Minutes



Leaseholder Forum
18th April 2011
17:00 – 19:00
Board Room,
14 Hounds Gate

Present:

Kate Bowley	KB	[Chair]	Richard Gennard	RG
Sheila Thwaites	ShThw	[Vice- chair]	Ann Gardner	AG
Robin Stalvies	RS		Martin Gardner	MG
Jonny Kirk	JK		Billy Pollock	BP
Sandra Stones	SS		Audrey Davies	AD
Iris Yu	IY		Eddie Johnson-Flint	EJF
Michael Whitehead	MW			

Observers: Ennis Peck (EP), Jim Allarbarton

Nottingham City Homes:

Simon Temporal	ST	Jon Short	JS
Richard Holland	RH	Tim Shirley	TS
Samantha Hill	SH	Naomi Wright	NW
		[Notes]	

Apologies: Jean England, Carol Tomkiss. Jennie Bellamy

The meeting was opened at 17.00pm by the Chair.

Item	Commentary	Action
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1.0	KB	Welcome & Apologies Kate Bowley	
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1.1	Flowers were sent to AG by the Forum during her recent illness, AG was in attendance and delivered a thank you card to the Forum.	
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A note has been received from Jennie Bellamy who also received some flowers from the Forum. At present Jennie is unable to attend meetings due to a family illness – she

would still like to receive the minutes of future meetings.

IY and ShThw also want to receive hard copies of the Minutes.

**2.0 KB Minutes of the Last Forum
Kate Bowley**

2.1 The minutes of the last meeting were discussed and the group agreed them to be an accurate record.

2.2 Update on action points;

- ST has spoken to the Communications and Marketing team. There is a 4/5 day turn around from the date of printing for the newsletter to be delivered to leaseholders. Delivery of these is a factor outside the remit of the Leasehold Team.
- Item 4 – Kate has spoken to the Repairs and Working group but due to time constraints the issues have been moved to another Forum.
- ST spoke with Jackie Handley from NCC Insurance section regarding the scaffolding query and it has been confirmed the insurer is responsible and will need to be approached directly
- AG raised the issue of hedge cutting and wondered how much should be cut off. This matter will be passed to John Marsh from NCC for clarification.
- ST advised that the Housing Services Centre at 14 Hounds Gate was closing at the end of April, thereafter there will be no facilities to see customers at Hounds Gate so alternative arrangements are being made.

LRRT

**3.0 SH Fire & Safety Improvement works and requirements
Samantha Hill**

3.1 SH explained that the high rise flats within the city currently meet the 2005 Health & Safety guidelines, however this is being replaced by the 2006 regulations where the responsibility changes from the fire service to the owner of the building for ensuring Health & Safety guidelines are met. Nationwide are installing new front doors to tenanted properties in some high rise blocks. Where leaseholders are concerned, it would be their responsibility to fit a new front door and ensure it met the new requirements.

ST went through a powerpoint presentation which will be added to the Internet and sent out to those who would still like to receive the Minutes by post. ST said that the standards defined by Section 20 were not the easiest for customers to understand.

3.2 AD was unsure where the responsibility lies in a right-to-buy (RTB) property.

ST confirmed that the Fire & Safety costs would be outlined in the Section 125 leaseholders received when they took out their lease through the RTB scheme. The first 5 years of a lease is known as 'the reference period' and leaseholders are only charged the amounts indicated on their notice for this period. If the fire and safety works were carried out on a property during this period and they were not listed, the landlord (NCC or NCH) would have to cover these costs. After the five year reference period or if the property is sold then the leaseholder will be expected to contribute towards costs in line with the terms of their lease.

ST also explained that NCH will charge a management fee to cover their costs, it is currently estimated at 15%.

The amount of a Leaseholder's contribution will be determined by the Lease agreement and if the lease does not indicate that leaseholders are liable for any improvements then legally NCH can't charge leaseholders for these e.g. communal fire safety improvements, digital aerials etc

JK made the comment that it is unclear exactly what consultations are taking place and what he is paying for – invoices and notices are sent on a regular basis and there seems to be no correlation.

ST is due to attend a meeting with procurement on the 13th May where a 24-month plan will be agreed to detail charges and timescales to ensure this is a clear process for leaseholders. ST will work along with leaseholders to make things clear and understandable. **ST**

EJF explained that he signed a contract some time ago and he and his wife have had to sign a new, different contract. ST to call in regards to his particular lease agreement and assignment details. **ST**

IY bought a right-to-buy property on the open market and wondered how this would affect her. ST confirmed that it would not affect her as the original lease agreements will all be the same as when it was originally taken out under the RTB.

KB made the point that Nottingham Fire Service provides a free Safety check ensuring fire doors and general safety of the property is up to standard.

EJF asked the question of the responsibility of internal doors. ST advised that the door frame is the responsibility of NCH as this is part of the structure of the building, however the leaseholder is responsible for the door itself and it is up

to them to replace these and ensure they comply with the new safety standards.

JK and RG both expressed their surprise at Nationwide's cost of internal fire doors and they don't feel they are receiving 'fair and reasonable' value for money.

ST will raise this point at his meeting with procurement.

ST

ShThw said she would like the same price as NCH pay for fire doors. ST explained that this would not be possible due to fact that NCH have 29,000 homes to fit-out so the cost of a single door would be very different plus VAT and management fee's would have to be taken into consideration.

ST advised all leaseholders to contact LRRT when they receive invoices for major works to discuss payment options, it is possible to spread the cost over 24 months but it depends on individual circumstances. Individual payment arrangements would be agreed with leaseholders personally.

ST pointed out that with regards to communal fire doors – this was a separate contract with Lovells – JK said with particular reference to Victoria Centre that they were shocked by the amounts being quoted and the frequency of the invoices they are receiving.

RG said the information being conveyed was not very clear and the goalposts were being moved because previous notices they had received referred to fire signage and there was no charge for this, now they have received notices about the communal doors which include a cost so there is some animosity being expressed.

ST said there was an 18 month window through which we could charge, and admitted that historically the information had not been conveyed correctly. ST advised that due to legislative constraints we can't amend the format of the standard notice as this is in a prescribed format, but we could amend the covering letter to make it clearer.

Savills Commercial did the initial risk assessment.

ST is to attend the VICTRA (Victoria Centre Tenants and Residents Association) meeting on 4 May with a representative from Lovells to answer any queries.

LRRT

Some of the Victoria Centre leaseholders in attendance were aware that NCC did not actually own the building – ST confirmed that NCC leased the building from Capital &

Counties so there was confusion whether leaseholders should have to pay NCC/NCH as they are not technically our leaseholders. ST said that this was not the case and that NCC had an agreement with Capital & Counties but the leaseholder's agreement was between them and NCC.

ST then went through another powerpoint presentation regarding front doors - this particular contract is with Nationwide and the slides will be available on the Internet and sent to those who requested Minutes by post.

RG said that he had sourced a front door for £270 cheaper from an alternative provider to Nationwide, he said they looked better than the doors being fitted by Nationwide, and thought there were VFM issues for NCH.

ST advised that the contract was awarded to Nationwide on a price v quality basis and procurement law was followed. ST advised we were unable to comment on any decisions made by Nationwide.

IY asked if we could send the door standard specifications to her

4.0 TS Window replacements - Tim Shirley

4.1 Another slide show was shown which will be placed on the Internet and sent to those leaseholders who have specifically requested they receive Minutes by post.

The implications for all leaseholders depends on the terms of their individual lease.

BP recounted his personal experience to TS and mentioned that it was his belief that NCC would maintain the building.

In response ST gave the NCH position that in this particular instance, operatives had undertaken a site visit to his property and they confirmed that the window frames at his property were beyond repair so would need replacing.

ST said that he was going to talk to the Housing Patch Manager (HPM) for Brightmoor Court regarding an ongoing tree issue. **ST**

TS explained that NCH face the challenge of ensuring NCH properties meet the Decent Homes standard. The question of whether it is fair to ask leaseholders to contribute towards replacement windows was raised.

The price for certain items was never the same because of VAT and admin charge implications, and in Victoria Centre there were other associated costs inherent with the size of the block so it is not possible to give a ball park figure for costs, it depends on the property. TS said the more we work with contractors the more experience NCH will get in this area.

TS posed the question, is it fair for NCH to do work?

TS and ST opened it up to the group to agree a way forward and invited discussions regarding leaseholders being asked to contribute for replacement windows. The forum could not agree on a way forward. **Comments post of the minutes would be welcome?** All

**5.0 ST Management & Administration Fee Consultation
Simon Temporal**

5.1 ST gave a presentation, currently the management fee is set at 15% which is an historic amount adopted from NCC. ST advised that this is not fair or reasonable and we need to review this.

At the current level NCH are not meeting the costs of LRRT, therefore the service is being part funded by tenants.

All Leaseholders will have received their service charges. There is a disparity between properties where some homes pay a management fee and others do not.

ST recognises the need for changes to this – to put a system in place where there is a set fee for everybody.

5.2 The first stage of the consultation process is for the group to feedback their thoughts. ST will summarise the opinions of the group and make it available on the NCH website. The aim is to have the new charges agreed and set up for September 2011. All/ ST

5.3 Forum members expressed their concern regarding further charges and the ability to pay out more money.

ST advised that estimated costs were not available at this time but would be communicated to leaseholders during the

next stage of the consultation process targeted for the summer 2011.

BP asked if there would be staggered charges depending on the size of the block which had been mentioned previously,. ST advised that this was still a possibility and being investigated.

Some in attendance raised concerns about operatives sitting around in their vans and not doing anything – in response RH asked leaseholders to provide examples of when NCH weren't doing what they should be – we need clarity and concrete examples so we can investigate.

All leaseholders

5.4 Stage 2 will consist of estimated costs and a detailed breakdown being presented to the group.

ShThw said that the finances of a lot of leaseholders were stretched, it will be hard for NCH to get money in if our customers don't have the money to pay out – we need to streamline our services to get the best VFM

ST said if leaseholders are in financial hardship LRRT would appreciate if they contacted us first to discuss their options.

KB said that an alternative could be to add the price on to the property, as arrears chasing is likely to take up more LRRT team time which could be spent improving the service.

6.0 ST Service Charge Literature

6.1 The group were invited to suggest ideas on how to improve/reduce paperwork.

All

BP asked if it would be possible to amend the insurance breakdown letter to indicate the amounts for basic and extended cover as the extended cover is optional so leaseholders may like to shop around for alternative cover.

ST said we would look into doing this to make it clearer for leaseholders.

ST

6.2 ST said he was looking to making the repairs statements available on the Internet for leaseholders to view in advance. He advised that the final invoice would be sent out with the September invoice but making them available on the Internet would be a good VFM exercise.

ST

RG said anything that provides VFM and savings is good from his point of view.

**7.0 Leasehold Management Update
Simon Temporal**

7.1 Please see the enclosed presentation ST gave to the group containing sales trends in 2008 – 2011 and survey results.

There were 21 sales during the 2008 – 2009 period, 41 between 2009 – 2010 and 34 during the 2010 – 2011 period.

ST advised that currently around 29% of the leaseholders which we know of sub-let their properties

AG asked about issues encountered when raising repairs – ST said we would appreciate if they provided LRRT with the name of the operative they spoke to and we will investigate. It was mentioned that there is a high staff turnover rate at the Repairs Contact centre but all contact centre operatives have a crib sheet to assist them when dealing with leaseholders.

ST said that all leaseholders can report communal repairs directly, they just need to advise the contact centre operative that they are recording a communal repair and provide the block code which is found on their repairs statement to assist the operative in ensuring the repair is correctly recorded.

SH mentioned there was an issue with some of the new doors which were being installed at Kingston Court and these were being looked at because some of the residents have dexterity issues.

KB EP was asked if he found the meeting useful. He said he enjoyed listening to the forum members and will feed back the interesting discussions to TEM members.

KB Closed the meeting at 19.00 pm

8.0 Date, time and Venue of next meeting

1st August 2011. 16.30 pm. Surgery

17:00 Leaseholder Forum

Location: Hounds Gate Boardroom.

Leaseholder Forum
Action Sheet



			Meeting Date	18 th April 2011
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Agenda Item	Page	Action	Responsible	By when?
3.2	2	EJF explained that he signed a contract some time ago and he and his wife have had to sign a new, different contract. ST to call.	ST	11.07.2011
4.1	5	TS and ST opened it up to the group to agree a way forward and invited discussions regarding leaseholders being asked to contribute for replacement windows.	All	11.07.2011
5.2	6	The first stage of the consultation process is for the group to feedback their thoughts. ST will summarise the opinions of the group and make it available on the NCH website.	All/ ST	Ongoing
5.3	6	ST to look further into service charges.	ST	11.07.2011
6.1	7	The group were invited to suggest ideas on how to improve/ reduce paperwork.	All	11.07.2011
6.1	7	Look into amending insurance information so it breaks down amounts for basic and extended insurance to make it clearer.	ST	